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8 **UNITED STATES DISTRICT COURT**

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10 **CENTRAL DISTRICT OF CALIFORNIA**

11 BARI VAUGHN, an individual,

12 Plaintiff,

13 vs.

14 CNA CASUALTY OF  
15 CALIFORNIA, a Corporation;  
16 LAW OFFICES OF LINDA M.  
LIBERTUCCI; and DOES 1  
through 25, inclusive,

17 Defendants.

DOCKET NO. SACV 06-0859-JVS  
(ANx)

*[Assigned to Honorable James V. Selna,  
Judge - Courtroom 10C]*

**JUDGMENT ON BARI VAUGHN'S  
COMPLAINT AGAINST  
CONTINENTAL CASUALTY  
COMPANY**

Trial Date: February 5, 2008

18  
19 This matter came on regularly for trial beginning on February 5, 2008 in  
20 Department 10C of the United States District Court, Central District, Southern  
21 Division, Hon. James V. Selna, presiding. Plaintiff Bari Vaughn was represented  
22 by Douglas N. Silverstein, Esq. and Michael G. Jacob, Esq. of Kesluk &  
23 Silverstein, P.C.; and Defendant Continental Casualty Company was represented by  
24 Kevin Lilly, Esq. and Michael Gregg, Esq. of Littler Mendelson.

25 A jury of seven persons was regularly impaneled and sworn. Witnesses were  
26 sworn and testified. After hearing the evidence and the arguments of counsel, the  
27 jury was duly instructed by the court, and the cause submitted to the jury with  
28

1 directions to return a special verdict. The court ruled and the jury deliberated, and  
2 thereafter rulings and a special verdict was returned on the complaint as follows:

3 SPECIAL VERDICT

4  
5 We answer the questions submitted to us as follows:

6  
7 1. Did plaintiff Bari Vaughn establish by a preponderance of the evidence that  
8 Defendant Continental Casualty Company failed to engage in the interactive  
9 process?

10  
11 YES \_\_\_\_\_ NO  X

12  
13 2. Did plaintiff Bari Vaughn establish by a preponderance of the evidence that  
14 Defendant Continental Casualty Company failed to offer her a reasonable  
15 accommodation for her disability?

16  
17 YES \_\_\_\_\_ NO  X

18  
19 3. Did plaintiff Bari Vaughn establish by a preponderance of the evidence that  
20 Defendant Continental Casualty Company discriminated against her on the basis of  
21 a mental disability by terminating her?

22  
23 YES \_\_\_\_\_ NO  X

1 4. Did Bari Vaughn establish by a preponderance of the evidence that  
2 Continental Casualty Company failed to take all reasonable steps to prevent  
3 disability discrimination from occurring against Bari Vaughn?

4  
5 YES  X  NO \_\_\_\_\_

6  
7 5. Did plaintiff Bari Vaughn establish by a preponderance of the evidence that  
8 defendant Continental Casualty Company terminated her in violation of the  
9 California Public Policy against disability discrimination?

10  
11 YES \_\_\_\_\_ NO  X

12  
13 6. Did plaintiff Bari Vaughn establish by a preponderance of the evidence that  
14 she complained about failure to engage in the interactive process, failure to provide  
15 a reasonable accommodation for her disability, and/or discrimination against her on  
16 the basis of disability by the defendant Continental Casualty Company?

17  
18 YES  X  NO \_\_\_\_\_

19  
20 If your answer to Question No.6 is "Yes," then go to the next question. If your  
21 answer to Question No.6 is "No," then do not answer Question Nos. 7, 8, and 9, and  
22 proceed to Question No. 10.

23  
24 7. Did plaintiff Bari Vaughn establish by a preponderance of the evidence that  
25 defendant Continental Casualty Company retaliated against her by terminating her?

26  
27 YES \_\_\_\_\_ NO  X

1 8. Did Bari Vaughn establish by a preponderance of the evidence that  
2 Continental Casualty Company failed to take all reasonable steps to prevent  
3 retaliation against Bari Vaughn from occurring?

4  
5 YES \_\_\_\_\_ NO  X

6  
7 9. Did plaintiff Bari Vaughn establish by a preponderance of the evidence that  
8 defendant Continental Casualty Company terminated her in violation of the  
9 California Public Policy against retaliation?

10  
11 YES \_\_\_\_\_ NO  X

12  
13 10. If you answered, Question Nos. 1,2,3,4,5,7,8 or 9 "Yes," then answer this  
14 question. Otherwise skip to the end of the Special Verdict, and sign and date.

15  
16 What are Bari Vaughn's damages? Count each element of damage only once  
17 even if it applies to more than one claim.

18  
19 a. Past and future economic loss, including lost earnings and benefits:  
20 \$ 550,000.00

21  
22 b. Past and future non-economic loss, including, emotional distress:  
23 \$ 300,000.00

1 11. Did plaintiff Bari Vaughn prove by clear and convincing evidence that  
2 Continental Casualty Company was guilty of fraud, oppression or malice with  
3 respect to conduct which you have found unlawful?  
4

5 YES \_\_\_\_\_ NO  X   
6

7 If your answer is "Yes," go to Question No. 12. If your answer is "No," stop here,  
8 and skip the end and sign and date this Special Verdict.  
9

10 12. Do you find by clear and convincing evidence that punitive damages shall be  
11 assessed against defendant Continental Casualty Company?  
12

13 YES \_\_\_\_\_ NO \_\_\_\_\_  
14

15 13. We assess punitive damages against Defendant Continental Casualty  
16 Company as follows?  
17

18 Amount \$ \_\_\_\_\_.  
19

20 Dated:  2/28/2008  /s/  
21

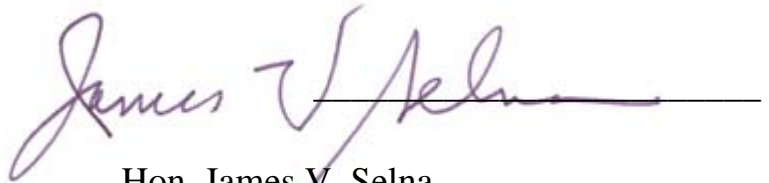
22 FOREPERSON OF THE JURY  
23  
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25  
26  
27  
28

1 The Court having considered the objections of Continental Casualty Company  
2 to the form of judgment tendered by Plaintiff Bari Vaughn,  
3

4 IT IS NOW THEREFORE IT IS ADJUDGED, ORDERED AND  
5 DECREED as follows:

6 That Plaintiff receive \$850,000 by way of her Complaint against Defendant  
7 Continental Casualty Company, and that Plaintiff is entitled to recover costs in the  
8 amount of \$\_\_\_\_\_.

9 Dated: March 21, 2008

A handwritten signature in purple ink, reading "James W. Selna", is written over a horizontal line.

Hon. James W. Selna  
United States District Court Judge